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all others similarly situated*

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

MUSTAFA YOUSIF and SHARONE  
WALKER on behalf of themselves and all  
others similarly situated,

Plaintiffs,

vs.

THE VENETIAN CASINO RESORT, LLC;  
LAS VEGAS SANDS, CORP. and DOES 1  
through 50, inclusive,

Defendants.

Case No.: 2:16-cv-02941-RFB-NJK

**ORDER GRANTING PLAINTIFFS'  
MOTION FOR FINAL APPROVAL OF  
FAIR CREDIT REPORTING ACT CLASS  
ACTION SETTLEMENT AND FOR  
ATTORNEYS' FEES AND COSTS AND  
CLASS REPRESENTATIVE  
ENHANCEMENT PAYMENTS**

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

The above-referenced putative class action ("Action") having come before the Court on September 11, 2018, for a hearing and this Final Order Approving Class Action Settlement and Judgment ("Court's Final Order and Judgment on FCRA Claims"), consistent with the Court's Preliminary Approval Order ("Preliminary Approval Order"), filed and entered May 29, 2018,

1 and as set forth in the Joint Stipulation of Settlement and Release Between Plaintiff and  
2 Defendant (“Stipulation of Settlement” or “Settlement”) in the Action, and due and adequate  
3 notice having been given to all Class Members as required in the Preliminary Approval Order,  
4 and the Court having considered all papers filed and proceedings had herein and otherwise being  
5 fully informed and good cause appearing therefore, it is hereby ORDERED, ADJUDGED AND  
6 DECREED AS FOLLOWS:

7           1. All terms used herein shall have the same meaning as defined in the Stipulation  
8 of Settlement.

9           2. This Court has jurisdiction over the subject matter of this Action and over all  
10 Parties to this Action, including all Class Members.

11           3. Distribution of the Notice and the Exclusion Form directed to the Class Members  
12 as set forth in the Stipulation of Settlement and the other matters set forth therein have been  
13 completed in conformity with the Preliminary Approval Order, including individual notice to all  
14 Class Members who could be identified through reasonable effort, and as otherwise set forth in  
15 the Stipulation of Settlement. The Notice provided due and adequate notice of the proceedings  
16 and of the matters set forth therein, including the proposed Settlement set forth in the  
17 Stipulation of Settlement, to all persons entitled to such Notice, and the Notice fully satisfied the  
18 requirements of due process. All Class Members and all Released Claims are covered by and  
19 included within the Settlement and the Court’s Final Order and Judgment.  
20

21           4. The Court hereby finds the Settlement was entered into in good faith. The Court  
22 further finds that Plaintiffs have satisfied the standards and applicable requirements for final  
23 approval of this class action settlement.

24           5. The Court hereby approves the Settlement set forth in the Stipulation of  
25 Settlement and finds the Settlement is, in all respects, fair, adequate and reasonable, and directs  
26 the Parties to effectuate the Settlement according to its terms. The Court finds that the  
27 Settlement has been reached as a result of intensive, serious and non-collusive, arms-length  
28 negotiations. The Court further finds the Parties have conducted the requisite investigation and

1 research, and counsel for the Parties are able to reasonably evaluate their respective positions.  
2 The Court also finds the Settlement at this time will avoid additional substantial costs, as well as  
3 avoid the delay and risks that would be presented by the further prosecution of the Fair Credit  
4 Reporting Act (“FCRA”) claims. The Court has reviewed the benefits that are being granted as  
5 part of the Settlement and recognizes the significant value to the Class Members. The Court  
6 also finds the Class is properly certified as a class for settlement purposes only. The Court also  
7 hereby finds there were no objections to the Settlement filed prior to or raised by any person on  
8 the record at the Final Approval Hearing that change the Court’s decision to approve the  
9 Settlement.

10           6.           As of the date of the Court’s Final Order and Judgment, each and every Class  
11 Member is and shall be deemed to have conclusively released the Released Claims as against  
12 the Released Parties. As of the date of the Court’s Final Order and Judgment, each and every  
13 Class Member who has not submitted a valid Request for Exclusion hereby releases and is  
14 forever barred and enjoined from instituting or prosecuting the Released Claims, except as to  
15 such rights or claims as may be created by the Settlement, against the Released Parties for the  
16 period between October 27, 2014 to November 17, 2017. In addition, as of the date of the  
17 Court’s Final Order and Judgment, each Class Member who has not submitted a valid Request  
18 for Exclusion is forever barred and enjoined from instituting or accepting damages or obtaining  
19 relief against the Released Parties relating to the Released Claims for the period between  
20 October 27, 2014 to November 17, 2017.

21           7.           Neither the Settlement nor any of the terms set forth in the Stipulation of  
22 Settlement is an admission by the Released Parties, nor is the Court’s Final Order and Judgment  
23 Dismissing a finding of the validity of any claims in the Action or of any wrongdoing by the  
24 Released Parties. Neither the Court’s Final Order and Judgment, the Stipulation of Settlement,  
25 nor any document referred to herein, nor any action taken to carry out the Stipulation of  
26 Settlement is, may be construed as, or may be used as, an admission by or against the Released  
27 Parties, of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of  
28

1 the Stipulation of Settlement, and any negotiations or proceedings related thereto, shall not in  
2 any event be construed as, or deemed to be evidence of, an admission or concession with regard  
3 to the denials or defenses by the Released Parties, and shall not be offered in evidence in any  
4 action or proceeding in any court, administrative agency or other tribunal for any purpose  
5 whatsoever other than to enforce the provisions of the Court's Final Order and Judgment, the  
6 Stipulation of Settlement, the Released Claims, or any related agreement or release.

7 Notwithstanding these restrictions, any of the Released Parties may file in the Action, or submit  
8 in any other proceeding, the Court's Final Order and Judgment, the Stipulation of Settlement,  
9 and any other papers and records on file in the Action as evidence of the Settlement to support a  
10 defense of *res judicata*, *collateral estoppel*, release, or other theory of claim or issue preclusion  
11 or similar defense as to the Released Claims.

12 8. The Court hereby enters judgment in the Action, as of the date of entry of the  
13 Court's Final Order and Judgment, pursuant to the terms set forth in the Stipulation of  
14 Settlement. Without affecting the finality of the Court's Final Order and Judgment in any way,  
15 the Court hereby retains continuing jurisdiction over the interpretation, implementation and  
16 enforcement of the Settlement, and all orders entered in connection therewith.

17 9. The Court hereby finds the settlement payments provided for under the  
18 Settlement to be fair and reasonable in light of all the circumstances. The Court, therefore,  
19 orders the calculations and the payments to be made and administered in accordance with the  
20 terms of the Settlement.

21 10. The Court hereby confirms Thierman Buck LLP as Class Counsel in the Action.

22 11. Pursuant to the terms of the Settlement, and the authorities, evidence and  
23 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in  
24 the amount of \$408,333.33, and attorney costs in the amount of \$11,102.93, to be deducted and  
25 paid from the Maximum Settlement Amount, as final payment for and complete satisfaction of  
26 any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other  
27 person or entity related to the Action. The Court further orders that the award of attorneys' fees  
28

and costs set forth in this Paragraph shall be administered pursuant to the terms of the Stipulation of Settlement, and transferred and/or made payable to Class Counsel in the Action.

12. The Court also hereby approves and orders Enhancement Awards to Class Representatives Mustafa Yousif and Sharone Walker in the amount of \$10,000.00 each (total of \$20,000.00) to be paid from the Maximum Settlement Amount as set forth in the Stipulation of Settlement.

13. The Court also hereby approves and orders payment from the Class Settlement for actual claims administration expenses incurred by the Claims Administrator, Simpluris, in the amount of \$25,375.00 to be paid from the Maximum Settlement Amount as set forth in the Stipulation of Settlement.

14. The Court also hereby finds and orders that the Stipulation of Settlement is and constitutes a fair, reasonable and adequate compromise of the Released Claims against the Released Parties.

15. Provided the Settlement becomes effective under the terms of the Stipulation of Settlement, the Court also hereby orders the deadline for mailing or otherwise delivering the Court-approved Settlement Awards, attorneys' fees and costs, and Enhancement Awards is as set forth in the schedule within the Preliminary Approval Order.

**IT IS SO ORDERED.**

Dated: September 11, 2018



RICHARD F. BOULWARE, II  
United States District Judge